IRRICONTROL ONE PLATFORM TERMS OF USE AND SERVICE

Information Security and Cyber Defense

1. INTRODUCTION AND ACCEPTANCE OF THE TERMS

Welcome to the **Irricontrol One Platform**, an advanced technology solution developed and operated by **IRRICONTROL CONTROLE INTELIGENTE DE IRRIGAÇÃO S.A.**, a Brazilian corporation (sociedade anônima) registered with the CNPJ/ME under No. 26.941.490/0002-03, headquartered at Rua Eislében Cereja Corrêa Fonseca, nº 117, Distrito Industrial, São João da Boa Vista/SP, Brazil, CEP (postal code) 13.877-776, hereinafter referred to simply as "**IRRICONTROL**" or "**We**".

These Terms of Use and Service (the "**Terms**") govern access to and use of the Irricontrol One Platform, which comprises software, mobile applications, web interfaces, telemetry systems and irrigation system automation (the "**Platform**"). By accessing, registering with or using the Platform, you, as an individual or as the legal representative of a legal entity ("**User**" or "**You**"), declare that you have read, understood and fully accepted these Terms, as well as our integrated Privacy Policy.

> **Statement of Authority:** A User who registers or accepts these Terms on behalf of a company, farm or economic group warrants that they have full powers of legal representation and the authority to bind that legal entity to all obligations set forth herein.

If You do not agree with any provision of these Terms, You must not access or use the Platform. Continued use of the Platform after any amendment to these Terms will constitute Your tacit acceptance of the new conditions.

2. PLATFORM DEFINITIONS

For clarity and interpretation of these Terms, the following definitions will apply together with the applicable Brazilian legislation, in particular the Brazilian Internet Civil Framework (Marco Civil da Internet), the Brazilian General Data Protection Law (LGPD), the GDPR (for operations in the European Union) and the other data protection laws in force in the 26 countries in which the Platform operates:

Term	Definition
Irricontrol One Platform	The software ecosystem (SaaS), applications and web interfaces that enable remote monitoring, control and automation of irrigation systems.
User	Any individual authorized to access and operate the Platform, whether the farm owner, manager, technical operator or business partner.
Customer	The individual or legal entity that has contracted IRRICONTROL's services and holds the main account associated with the agricultural property.
Equipment	Physical telemetry, automation, sensor, metering and actuation devices (such as Nexus, SmartConnect, Irripump) installed in the field.
SaaS (*Software as a Service*)	A model for delivering software over the internet on a subscription basis, with no need for local server installation.

SLA (*Service Level Agreement*)	An agreement that sets out the Platform's availability, technical support and response time parameters.

3. PURPOSE AND LICENSE OF USE

The purpose of these Terms is to grant a limited, non-exclusive, non-transferable, temporary and revocable license to use the Irricontrol One Platform, on a Software as a Service (SaaS) basis, for the intelligent monitoring and control of irrigation systems.

3.1. Scope of the License

The license granted does not transfer to the User or the Customer any intellectual property rights in the Platform, its source code, designs, algorithms, trademarks or patents. The User undertakes to use the Platform strictly for lawful purposes related to its agricultural activity and is prohibited from:

- Copying, modifying, adapting, translating, reverse engineering, decompiling or disassembling any part of the Platform;
- Removing copyright, trademark or other intellectual property notices contained in the Platform;
- Using the Platform to develop competing solutions or for industrial espionage purposes;
- Introducing viruses, Trojan horses, *worms* or any other malicious code into the Platform's infrastructure.

4. REGISTRATION, ACCOUNTS AND ACCESS

To use the Platform's features, the User must first register, providing accurate, complete and up-to-date information:

4.1. Credential Security

The User is solely and exclusively responsible for maintaining the confidentiality of their access credentials (username, password and tokens). Any activity carried out under their account will be their sole responsibility. If unauthorized use or a security breach is suspected, the User must immediately notify IRRICONTROL through the official support channels.

4.2. User and Invitation Management

Administrators of the Customer's account may invite other Users to access and operate the systems of the registered agricultural property. By sending an invitation, the administrator declares that they hold the necessary authorization to provide the invitee's name and e-mail address, releasing IRRICONTROL from any liability related to sending the invitation and the initial processing of such data.

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5. INTELLECTUAL PROPERTY AND COPYRIGHT

All intellectual property rights relating to the Irricontrol One Platform, including software, interfaces, graphics, logos, trademarks, patents, trade secrets and databases, belong exclusively to **IRRICONTROL** or its economic group.

5.1. Legal Protection

These rights are protected by Brazilian copyright laws (Law No. 9.609/98 and Law No. 9.610/98), the Brazilian Industrial Property Law (Law No. 9.279/96) and applicable international treaties. Unauthorized use of any IRRICONTROL intellectual property will subject the infringer to the applicable civil and criminal sanctions, in addition to the immediate termination of access to the Platform.

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6. SERVICE LEVEL (SLA) AND TECHNICAL SUPPORT

IRRICONTROL undertakes to use its best commercial efforts to ensure the stability, security and availability of the Irricontrol One Platform.

6.1. Availability (Uptime)

IRRICONTROL sets an annual availability target of **98% (ninety-eight percent)** for the Irricontrol One Platform, operating 24 hours a day, 7 days a week. The following events will not be counted for SLA calculation purposes:

- Scheduled preventive maintenance, which will be notified at least 24 (twenty-four) hours in advance and preferably performed between 6:00 p.m. and 8:00 a.m. or on weekends;
- Emergency maintenance intended to protect the system against cyberattacks or to fix critical vulnerabilities;
- Failures in the internet connection provided by telecommunications carriers or in the Customer's local infrastructure;
- Hardware problems, power supply issues or malfunction of the Customer's physical irrigation devices;
- Acts of God or force majeure, as defined in the applicable civil law.

6.2. Customer Service Channels and Hours

Specialized remote technical support for the Platform will be provided by IRRICONTROL through the following channels:

Region:	**Americas (North, Central and South)**	**Europe, Asia, Africa and Oceania**
Phone / WhatsApp:	+55 19 2112-9856	+43 3142 200 444
E-mail:	suporte@irricontrol.com.br	service@bauer-at.com

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Service Hours:	Monday to Friday: 8:00 a.m. to 9:00 p.m. (Brasília Time) Saturdays, Sundays and Holidays: 8:00 a.m. to 6:00 p.m. (Brasília Time)	Monday to Friday: 8:00 a.m. to 4:00 p.m. (Central European Time)
Initial Response Time:	Response commitment of 4 to 24 hours from the next business day.	

7. LIMITATION OF LIABILITY AND DISCLAIMERS

The Irricontrol One Platform is provided "as is" and "as available". IRRICONTROL makes no express or implied warranties that the Platform will meet all of the User's expectations or that it will operate entirely error-free.

7.1. Exclusion of Damages

Under no circumstances will IRRICONTROL, its officers, directors, employees or its economic group be liable for:

- Indirect, incidental, special or punitive damages or loss of profits arising from the use of, or inability to use, the Platform;
- Crop losses, irrigation failures, or mechanical or electrical damage to equipment caused by improper operation, power outages or local infrastructure problems;
- Losses resulting from cyberattacks, viruses or intrusions affecting the User's devices due to a lack of security in their own systems (antivirus, firewall, etc.);
- Continuously released software updates. IRRICONTROL will make updates available free of charge, but the Customer is solely responsible for adapting its systems and connections to ensure compatibility with new versions.

8. CONFIDENTIALITY

The Parties undertake to maintain the strictest confidentiality regarding all confidential information of the other Party to which they have access as a result of using the Platform.

8.1. Scope of Confidentiality

Confidential information includes all commercial, technical, operational, financial and legal data, business plans, strategies and personal data transmitted through the Platform.

8.2. Term

The confidentiality obligation will remain in force throughout the term of the contractual relationship and for a period of **5 (five) years** after access to the Platform ends for any reason. A breach of confidentiality will subject the breaching party to full compensation for the losses and damages caused.

9. SUSPENSION AND TERMINATION OF ACCESS

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IRRICONTROL reserves the right to suspend or terminate the User's access to the Platform in the following cases:

- **Breach of these Terms:** Failure to comply with any obligation set forth in these Terms or in applicable law authorizes the immediate termination of access, without any right to compensation;
- **Improper or Suspicious Use:** Suspected fraud, cyberattacks or unlawful activities authorize the preventive suspension of the account for technical audit purposes.
- **Renewal and payment:** If payment of the subscription renewal is overdue for more than **15 (fifteen) days**, access to the Platform may be suspended without prior notice. Reactivation will occur within 24 business hours after the payment has cleared;

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10. GENERAL PROVISIONS AND UPDATES

10.1. Severability

If any provision of these Terms is held invalid or unenforceable by a competent court, the remaining provisions will remain in full force and effect.

10.2. No Waiver

The failure or forbearance of either Party to demand strict performance of the contractual obligations will not constitute novation or a waiver of rights.

10.3. Updates to the Terms

IRRICONTROL may update these Terms periodically to reflect technical improvements, new features or regulatory changes. The User will be notified within the Platform of material updates. Continued use of the Platform after notification will constitute full acceptance of the new terms.

10.4. Multinational Compliance

For users located outside Brazil, all specific legal provisions set forth in **ANNEX I – Multinational Compliance Appendix of the IRRICONTROL ONE Platform** also apply; it details the compliance requirements for each of the 26 countries in which the Platform operates.

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11. GOVERNING LAW AND JURISDICTION

These Terms will be governed, construed and enforced in accordance with the laws of the Federative Republic of Brazil, in particular the Brazilian Civil Code (Law No. 10.406/2002), the Brazilian Internet Civil Framework (Law No. 12.965/2014) and the Brazilian General Data Protection Law (Law No. 13.709/2018). For users in international jurisdictions, local data protection and privacy laws also apply.

The Parties elect the courts of the judicial district of **São João da Boa Vista, State of São Paulo, Brazil**, as the sole competent forum to settle any questions, disputes or litigation arising from these Terms, expressly waiving any other forum, however privileged it may be.

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12. CONTACT AND DATA PROTECTION OFFICER (DPO)

To clarify questions about these Terms, request support or exercise rights related to the protection of personal data, the User may contact us through the following channels:

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- **General E-mail:** contato@irricontrol.com.br
- **Data Protection Officer (DPO) E-mail:** dpo.brasil@irricontrol.com.br
- **Support Phone:** +55 19 2112-9856

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